

1 **Stephen M. Feldman**, OSB No. 93267, feldm@perkinscoie.com  
 2 **Thomas R. Johnson**, OSB No. 01064, johnt@perkinscoie.com  
 3 PERKINS COIE LLP  
 4 1211 Southwest Fifth Avenue, Suite 1500  
 5 Portland, OR 97204-3715  
 6 Phone: (503) 727-2058  
 7 Fax: (503) 727-2222

**ORIGINAL**

Attorneys for Plaintiffs

7 **Jerre B. Swann**, jswann@kilpatrickstockton.com  
 8 **William H. Brewster**, bbrewster@kilpatrickstockton.com  
 9 **R. Charles Henn, Jr.**, chenn@kilpatrickstockton.com  
 10 KILPATRICK STOCKTON LLP  
 11 Suite 2800  
 12 1100 Peachtree Street  
 13 Atlanta, GA 30309  
 14 Telephone: (404) 815-6500  
 15 Facsimile: (404) 815-6555

Of Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT**

**DISTRICT OF OREGON**

17 **ADIDAS AMERICA, INC. and ADIDAS-**  
 18 **SALOMON AG,**

19 Plaintiffs,

20 v.

21 **PAYLESS SHOESOURCE, INC.,**

22 Defendant.

NO. **CV'01 - 1655 - JE**

**COMPLAINT**

(Trademark & Trade Dress Infringement,  
 Trademark & Trade Dress Dilution, Unfair  
 Competition, Deceptive Trade Practices, and  
 Breach of Contract)

**DEMAND FOR JURY TRIAL**

1 Plaintiffs adidas America, Inc. and adidas-Salomon AG (collectively, "adidas" or  
2 "Plaintiffs") state the following for their complaint against Payless ShoeSource, Inc. ("Payless" or  
3 "Defendant"):  
4

5 1. This is an action at law and in equity for trademark infringement and dilution,  
6 injury to business reputation, unfair competition and deceptive trade practices, arising under the  
7 Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. (1994) ("Lanham Act"); the antidilution laws  
8 of the several states, including the Oregon antidilution statute, O.R.S. § 647.107 (1988); the fair  
9 business practices and unfair and deceptive trade practices acts of the several states, including the  
10 Oregon Unlawful Trade Practices Act, O.R.S. §§ 646.605 to 646.656 (1997); and the common  
11 law.

12 2. Defendant is offering for sale and selling footwear that bears confusingly similar  
13 imitations of Plaintiffs' registered THREE STRIPE Mark and SUPERSTAR Trade Dress.  
14 Defendant's footwear is not manufactured by adidas, nor is Defendant connected or affiliated  
15 with, or authorized by, adidas in any way. Defendant's merchandise is likely to cause confusion  
16 and to deceive consumers and the public regarding its source, and dilutes and tarnishes the  
17 distinctive quality of adidas's mark and trade dress.

18 3. Defendant's sale of confusingly similar four-stripe footwear also constitutes breach  
19 of an agreement reached between the parties in 1994.

#### 20 JURISDICTION AND VENUE

21 4. This Court has subject matter jurisdiction under section 39 of the Lanham Act, 15  
22 U.S.C. § 1121, and under 28 U.S.C. §§ 1331 and 1338. This Court has jurisdiction over  
23 Plaintiffs' related state and common-law claims pursuant to 28 U.S.C. §§ 1338 and 1367. In  
24 addition, this Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because the parties'  
25 citizenship is diverse and the amount in controversy exceeds \$75,000, exclusive of interest and  
26 costs.

5. This Court has personal jurisdiction over Defendant because, on information and belief, Defendant has distributed or sold infringing merchandise within this State, has engaged in acts or omissions within this State causing injury, has engaged in acts or omissions outside of this State causing injury within this State, has manufactured or distributed products used or consumed within this State in the ordinary course of trade, or has otherwise made or established contacts with this State sufficient to permit the exercise of personal jurisdiction. This District is a proper venue pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District.

## THE PARTIES

6. Plaintiff adidas-Salomon AG is a joint stock company organized and existing under the laws of the Federal Republic of Germany, having its office and principal place of business at Postfach 1120, D-91072 Herzogenaurach, Federal Republic of Germany.

7. Plaintiff adidas America, Inc., is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 9605 S.W. Nimbus Avenue, Beaverton, Oregon 97008. adidas America, Inc., is wholly-owned by adidas-Salomon AG and its affiliates, and within this country adidas America is one of two licensed distributors of ADIDAS brand merchandise, including goods bearing the distinctive THREE STRIPE trademark. Plaintiffs adidas-Salomon AG and adidas America, Inc., and any predecessors or related entities, are collectively referred to as "adidas."

8. On information and belief, Defendant Payless ShoeSource, Inc. is a Delaware corporation with a principal place of business at 3231 East Sixth Street, Topeka, Kansas 66607.

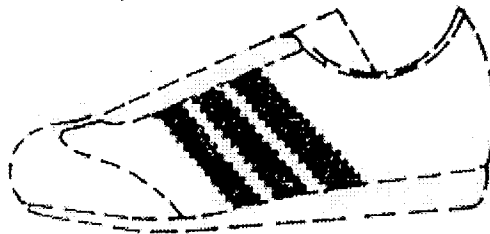
### FACTS COMMON TO ALL CLAIMS FOR RELIEF

9. adidas is currently, and for years has been, one of the world's leading manufacturers of athletic footwear, sportswear, and sporting equipment. Over forty years ago, adidas first placed three parallel bands on its athletic shoes, and the THREE STRIPE Mark came

1 to signify the quality and reputation of adidas footwear to the sporting world early in the  
2 company's history.

3 10. At least as early as 1952, adidas began using the THREE STRIPE Mark on  
4 athletic footwear sold in the United States and worldwide. Pages from adidas catalogs featuring  
5 footwear bearing the THREE STRIPE Mark are attached as Exhibit 1.

6 11. adidas-Salomon AG is the owner of a federal trademark registration, Reg. No.  
7 1,815,956, issued by the United States Patent and Trademark Office on January 11, 1994, for the  
8 THREE STRIPE Mark, as depicted below, for "athletic footwear."



9  
10  
11  
12  
13 Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058  
14 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this  
15 mark is attached as Exhibit 2.

16 12. adidas-Salomon AG is the owner of a federal trademark registration, Reg. No.  
17 1,833,868, issued by the United States Patent and Trademark Office on May 3, 1994, for the  
18 THREE STRIPE Mark, as depicted below, covering "athletic footwear."



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21  
22  
23 Affidavits have been filed pursuant to Sections 8 and 15 of the Lanham Act, 15 U.S.C. §§ 1058  
24 and 1065, and this registration is incontestable. A copy of the Certificate of Registration for this  
25 mark is attached as Exhibit 3.

1           13.     adidas also owns numerous additional trademark registrations for the THREE  
2     STRIPE Mark covering footwear and various items of apparel including U.S. Reg. Nos. 870,136,  
3     961,353, 2,016,963, and 2,058,619. A copy of the Certificate of Registration for each of these  
4     marks is attached as Exhibit 4.

5           14.     Plaintiffs' THREE STRIPE Mark is well-known and famous. Plaintiffs have used  
6     the THREE STRIPE Mark in connection with their frequent sponsorship of sports tournaments  
7     and organizations, as well as professional athletes. For example, adidas has long-term  
8     relationships with the New York Yankees, the San Francisco 49ers, the Tampa Bay Buccaneers,  
9     the New England Patriots, the University of California at Los Angeles, the University of Nebraska  
10    and the University of Tennessee. Among many others, tennis champion Steffi Graf, American  
11    soccer star Eddie Pope, and N.B.A. star Kobe Bryant all are sponsored by adidas. adidas also  
12    was a co-sponsor of the recent women's World Cup soccer tournament. Prominent use of the  
13    THREE STRIPE Mark in connection with these sponsorship activities has further enhanced the  
14    mark's recognition and fame.

15          15.     The THREE STRIPE mark is non-functional, and the public well recognizes and  
16    understands that the THREE STRIPE Mark distinguishes and identifies adidas merchandise.  
17    Indeed, unsolicited media coverage has referred to "the classic Adidas THREE STRIPE motif."  
18    (Tennis, July 1997, at 20). adidas also owns federal registrations for verbal trademarks using the  
19    term "three stripe" including THE BRAND WITH THE THREE STRIPES, Reg. No. 1,674,229,  
20    for sport and leisure wear. A copy of the Certificate of Registration for this mark is attached as  
21    Exhibit 5.

22          16.     For decades, adidas has extensively and continuously used and promoted the  
23    THREE STRIPE Mark in connection with athletic footwear and sportswear. In recent years,  
24    annual sales of products bearing the THREE STRIPE Mark have totaled in the billions of dollars  
25    globally and in the hundreds of millions of dollars within the United States. The THREE STRIPE  
26    Mark has achieved international fame and tremendous public recognition.

1           17.     The SUPERSTAR model is a famous shoe sold under the THREE STRIPE Mark,  
2     featuring a distinctive appearance, including a unique and nonfunctional combination of three  
3     stripes on the side of the shoe parallel to equidistant small holes, a rubber "shell toe," a  
4     particularly flat sole and a colored portion on the outer back heel section, that identifies to  
5     consumers that the origin of the product lies with adidas (the "SUPERSTAR Trade Dress"), as  
6     depicted below:



15           18.     Since introducing its THREE STRIPE trademark and SUPERSTAR Trade Dress,  
16     adidas has spent hundreds of thousands of dollars promoting the mark, the product, and its  
17     appearance. As a result of adidas's continuous and exclusive use of the THREE STRIPE  
18     trademark and the SUPERSTAR Trade Dress in connection with its products, the mark and trade  
19     dress enjoy wide public acceptance and association with adidas, and have come to be recognized  
20     widely and favorably by the public as indicators of the origin of adidas's goods.

21           19.     The fame and popularity of the SUPERSTAR Trade Dress, and particularly the  
22     "shell toe" feature, is evident from popular press reports, including the following:

- 24           •        "Perfect to chill to, dust off the Adidas shell toes, post up on the stoop, and blare it  
25                    out the window." Heather Kuldell, "Beastie Boys DJ Scratches Your Eyes Out,"  
26                    The Georgia State University Signal, Sept. 27, 2001.

- 1 • "New York's biggest trendsetters are going public with their locker room gear this  
2 summer . . . . Annemie Dreves - a.k.a. 'Number 56' - pairs this football-style jersey  
3 with well-worn jeans slit at the ankles and shell-toe Adidas." Danielle Levitt &  
4 Libby Callaway, "Gym Dandies," The New York Post, Sept. 2, 2001.
- 5 • "One such shoe is the Adidas Superstar, with its now famous rubber shell toe.  
6 Introduced in 1969 as a basketball shoe, it was worn by three-quarters of National  
7 Basketball Association players by the mid '70s but fell in popularity in the '80s,  
8 when chunky Nikes and Reeboks dominated. Championed by rappers Run DMC,  
9 who wrote My Adidas in 1986, and later the Beastie Boys, they became a cult  
10 fashion item, prompting Adidas to re-release old models." Dominique Jackson,  
11 "Sneaky Feelings," The Australian, Aug. 17, 2001.
- 12 • "This season she's wearing fraying and faded Earl Jeans, Adidas shell toes and an  
13 asymmetric top." PR Week, July 13, 2001, p. 11.
- 14 • "dido . . . In her urban chic attire, she is an English rose with a thorny edge . . . .  
15 For casual days, she gravitates toward Adidas shell-toe sneakers, T-shirts with  
16 iron-on decals, and Katayone Adeli or Diesel pants." Heidi Sherman, "Amped +  
17 Vamped: Sample the Style High Notes of Destiny's Child, Sheryl Croe, Macy Gray  
18 and More," In Style, July 2001, at 186.
- 19 • "But when Michele Corbett stopped in during her lunch hour to buy a pair of  
20 popular Adidas called Superstars (some call them shell toes), she was told that  
21 particular pair was not on sale." Bruce Mohl, "Old-Fashioned Bill-Paying Gets  
22 New Wrinkle," The Boston Globe, May 13, 2001, at C3.

- 1           •        "'It's hard for me not to be passionate, because passion is something that's in me,'  
2                   says the 22-year-old star, decked out in diamonds and a white linen Enyce suit  
3                   with Adidas shell-toe sneakers." Farrah Weinstein, "Style and Substance: Tyrese  
4                   Gibson," The New York Post, July 1, 2001, at 52.
- 5           •        "He expects the trefoil group to appeal to women as it already does to high school  
6                   girls who favor the brand's shell-toe shoes and three-stripe jackets." Rosemary  
7                   Feitelberg, "Adidas Maps Three-Tier Apparel Plan," Women's Wear Daily, Oct.  
8                   12, 2000, at 11.
- 9           •        "Fusing rock with hip-hop has been the subject of experiments before many nu-  
10                  metal groups could fit into a pair of shell-toe Adidas." Chris Macias, "Kings of  
11                  Rock N' Rap," Sacramento Bee, Oct. 17, 1999, at E19.

12           20.       As a result of adidas's extensive use and promotion of its THREE STRIPE  
13           trademark and its SUPERSTAR Trade Dress, adidas has built up and now owns valuable  
14           goodwill that is symbolized by the mark and trade dress. The purchasing public has come to  
15           associate the THREE STRIPE trademark and SUPERSTAR Trade Dress with adidas. adidas's  
16           mark and trade dress are distinctive and non-functional and have achieved significant secondary  
17           meaning.

#### 18                               **THE AGREEMENT BETWEEN THE PARTIES**

19           21.       In 1994, Payless sold footwear bearing three and four parallel stripes, and which  
20           infringed adidas's THREE STRIPE mark. As a result, adidas filed an action for trademark  
21           infringement and unfair competition in the United States District Court for the Eastern District of  
22           New York, Civil Action No. 94-civ-3424 (the "New York Action").



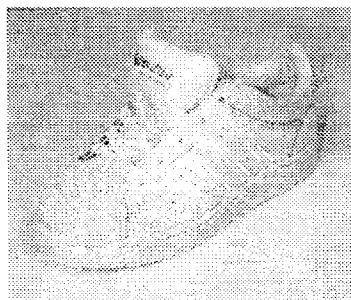
1           22.     adidas and Payless resolved the New York Action by entering into a settlement  
2     agreement (the "Agreement"), in which Payless acknowledged adidas's ownership of the THREE  
3     STRIPE mark.

4           23.     The Agreement states, in part, that: "Payless further agrees that it will not, except  
5     as otherwise provided herein, order or sell athletic shoes bearing two or four parallel double-  
6     serrated stripes of contrasting color running diagonally from the outsole forward to the lacing  
7     area."

8           24.     The Agreement further states that in the event of a willful breach of the provision  
9     referenced above in Paragraph 23, adidas "will be entitled to recover its proveable [sic] damages  
10    and its reasonable costs and attorneys' fees."

11                               **DEFENDANT'S UNLAWFUL ACTIVITIES**

12           25.     On information and belief, Defendant Payless is a retailer that is distributing,  
13     offering for sale and selling goods in interstate commerce that bear a confusingly similar imitation  
14     of Plaintiffs' THREE STRIPE Mark and SUPERSTAR Trade Dress, including the footwear  
15     depicted below:



23  
24           26.     The goods distributed, offered for sale and sold by Defendant are not  
25     manufactured by adidas, nor is Defendant associated or connected with adidas, or licensed,  
26     authorized, sponsored, endorsed or approved by adidas in any way.

1           27.     Plaintiffs used the THREE STRIPE Mark and SUPERSTAR Trade Dress  
2 extensively and continuously before Defendant began using confusingly similar imitations of  
3 adidas's footwear.

4           28.     The goods sold by Defendant are similar to and compete with goods sold by  
5 Plaintiffs, and are sold through overlapping channels of trade.

6           29.     Defendant's use of confusingly similar imitations of Plaintiffs' THREE STRIPE  
7 Mark and SUPERSTAR Trade Dress is likely to deceive, confuse and mislead prospective  
8 purchasers and purchasers into believing that footwear sold by Defendant is manufactured by,  
9 authorized by or in some manner associated with Plaintiffs, which it is not. The likelihood of  
10 confusion, mistake and deception engendered by Defendant's misappropriation of Plaintiffs' mark  
11 and trade dress is causing irreparable harm to the goodwill symbolized by the THREE STRIPE  
12 Mark and SUPERSTAR Trade Dress and the reputation for quality that they embody.

13           30.     Defendant's activities are likely to cause confusion before, during, and after the  
14 time of purchase because purchasers, prospective purchasers and others viewing Defendant's  
15 footwear at the point of sale or on a wearer are likely -- due to Defendant's use of confusingly  
16 similar imitations of the THREE STRIPE Mark and SUPERSTAR Trade Dress -- to mistakenly  
17 attribute the product to adidas. This is particularly damaging with respect to those persons who  
18 perceive a defect or lack of quality in Defendant's products. By causing such a likelihood of  
19 confusion, mistake and deception, Defendant is inflicting irreparable harm to the goodwill  
20 symbolized by the THREE STRIPE Mark and SUPERSTAR Trade Dress, and the reputation for  
21 quality that they embody.

22           31.     Upon information and belief, Defendant continues to use confusingly similar  
23 imitations of adidas's THREE STRIPE trademark and SUPERSTAR Trade Dress in connection  
24 with the sale of products that are directly competitive to those offered by adidas. Defendant began  
25 selling these imitations well after adidas established protectable rights to its THREE STRIPE  
26 trademark and SUPERSTAR Trade Dress.

1           32.     On information and belief, Defendant knowingly, willfully, intentionally and  
2 maliciously adopted and used confusingly similar imitations of Plaintiffs' THREE STRIPE Mark  
3 and SUPERSTAR Trade Dress.

4           33.     On information and belief, Defendant knowingly, willfully, and intentionally  
5 breached the Agreement by selling footwear bearing four parallel stripes.

6                               **FIRST CLAIM FOR RELIEF**  
7                               **(Federal Trademark Infringement)**

8           34.     Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-33.

9           35.     Defendant's use of confusingly similar imitations of Plaintiffs' THREE STRIPE  
10 Mark is likely to cause confusion, deception, and mistake by creating the false and misleading  
11 impression that Defendant's goods are manufactured or distributed by Plaintiffs, or associated or  
12 connected with Plaintiffs, or have the sponsorship, endorsement, or approval of Plaintiffs.

13           36.     Defendant has used marks confusingly similar to Plaintiffs' federally registered  
14 marks in violation of 15 U.S.C. § 1114, and Defendant's activities have caused and, unless  
15 enjoined by this Court, will continue to cause a likelihood of confusion and deception of members  
16 of the trade and public and, additionally, injury to Plaintiffs' goodwill and reputation as  
17 symbolized by the federally registered THREE STRIPE Mark, for which Plaintiffs have no  
18 adequate remedy at law.

19           37.     Defendant's actions demonstrate an intentional, willful, and malicious intent to  
20 trade on the goodwill associated with Plaintiffs' federally registered THREE STRIPE Mark to  
21 Plaintiffs' great and irreparable injury.

22           38.     Defendant has caused and is likely to continue causing substantial injury to the  
23 public and to Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover Defendant's  
24 profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees  
25 under 15 U.S.C. §§ 1114, 1116 and 1117.

26

1                                   **SECOND CLAIM FOR RELIEF**  
2                                   **(Federal Unfair Competition as to Three Stripe Mark)**

3           39.     Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-38.

4           40.     Defendant's use of knockoff duplicates or confusingly similar imitations of  
5 Plaintiffs' THREE STRIPE Mark has caused and is likely to cause confusion, deception, and  
6 mistake by creating the false and misleading impression that Defendant's goods are manufactured  
7 or distributed by Plaintiffs, or affiliated, connected, or associated with Plaintiffs or have the  
8 sponsorship, endorsement, or approval of Plaintiffs.

9           41.     Defendant has made false representations, false descriptions, and false designations  
10 of origin of its goods in violation of 15 U.S.C. § 1125(a), and Defendant's activities have caused  
11 and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception  
12 of members of the trade and public and, additionally, injury to Plaintiffs' goodwill and reputation  
13 as symbolized by the THREE STRIPE Mark, for which Plaintiffs have no adequate remedy at  
14 law.

15           42.     Defendant's actions demonstrate an intentional, willful, and malicious intent to  
16 trade on the goodwill associated with Plaintiffs' THREE STRIPE Mark to the great and  
17 irreparable injury of Plaintiffs.

18           43.     Defendant's conduct has caused, and is likely to continue causing, substantial injury  
19 to the public and to Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover  
20 Defendant's profits, actual damages, enhanced profits and damages, costs, and reasonable  
21 attorneys' fees pursuant to 15 U.S.C. §§ 1125(a), 1116 and 1117.

22                                   **THIRD CLAIM FOR RELIEF**  
23                                   **(Federal Unfair Competition as to Superstar Trade Dress)**

24           44.     Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-43.

25           45.     Plaintiffs' SUPERSTAR Trade Dress has acquired secondary meaning.

26           46.     Defendant's use of knockoff duplicates or confusingly similar imitations of  
Plaintiffs' SUPERSTAR Trade Dress has caused and is likely to cause confusion, deception, and

1 mistake by creating the false and misleading impression that Defendant's goods are manufactured  
2 or distributed by Plaintiffs, or affiliated, connected, or associated with Plaintiffs or have the  
3 sponsorship, endorsement, or approval of Plaintiffs.

4 47. Defendant has made false representations, false descriptions, and false designations  
5 of origin of its goods in violation of 15 U.S.C. § 1125(a), and Defendant's activities have caused  
6 and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception  
7 of members of the trade and public and, additionally, injury to Plaintiffs' goodwill and reputation  
8 as symbolized by the SUPERSTAR Trade Dress, for which Plaintiffs have no adequate remedy at  
9 law.

10 48. Defendant's actions demonstrate an intentional, willful, and malicious intent to  
11 trade on the goodwill associated with Plaintiffs' SUPERSTAR Trade Dress to the great and  
12 irreparable injury of Plaintiffs.

13 49. Defendant's conduct has caused, and is likely to continue causing, substantial injury  
14 to the public and to Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover  
15 Defendant's profits, actual damages, enhanced profits and damages, costs, and reasonable  
16 attorneys' fees pursuant to 15 U.S.C. §§ 1125(a), 1116 and 1117.

17 **FOURTH CLAIM FOR RELIEF**  
18 **(Federal Dilution as to Three Stripe Mark)**

19 50. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-49.

20 51. Plaintiffs have extensively and continuously promoted and used the registered  
21 THREE STRIPE Mark both in the United States and throughout the world, and the mark has  
22 thereby become a famous and well-known symbol of adidas's goods and services.

23 52. Defendant is making commercial use in commerce of marks that dilute and are  
24 likely to dilute the distinctiveness of Plaintiffs' THREE STRIPE Mark by eroding the public's  
25 exclusive identification of this famous mark with Plaintiffs, tarnishing and degrading the positive  
26

1 associations and prestigious connotations of the mark, and otherwise lessening the capacity of the  
2 mark to identify and distinguish goods and services.

3 53. Defendant's actions demonstrate an intentional, willful, and malicious intent to  
4 trade on the goodwill associated with Plaintiffs' THREE STRIPE Mark or to cause dilution of the  
5 THREE STRIPE Mark, to the great and irreparable injury of Plaintiffs.

6 54. Defendant has caused and will continue to cause irreparable injury to Plaintiffs'  
7 goodwill and business reputation, and dilution of the distinctiveness and value of Plaintiffs' famous  
8 and distinctive THREE STRIPE Mark in violation of 15 U.S.C. § 1125(c), and Plaintiffs therefore  
9 are entitled to injunctive relief and to Defendant's profits, actual damages, enhanced profits and  
10 damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1125(c), 1116 and 1117.

11 **FIFTH CLAIM FOR RELIEF**  
12 **(Federal Dilution as to Superstar Trade Dress)**

13 55. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-54.

14 56. Plaintiffs have extensively and continuously promoted and used the SUPERSTAR  
15 Trade Dress both in the United States and throughout the world, and the SUPERSTAR Trade  
16 Dress has thereby become a famous and well-known indicator of the origin adidas's goods and  
17 services.

18 57. Defendant is making commercial use in commerce of trade dress that dilutes and is  
19 likely to dilute the distinctiveness of Plaintiffs' SUPERSTAR Trade Dress by eroding the public's  
20 exclusive identification of this famous trade dress with Plaintiffs, tarnishing and degrading the  
21 positive associations and prestigious connotations of the trade dress, and otherwise lessening the  
22 capacity of the trade dress to identify and distinguish goods and services.

23 58. Defendant's actions demonstrate an intentional, willful, and malicious intent to  
24 trade on the goodwill associated with Plaintiffs' SUPERSTAR Trade Dress or to cause dilution of  
25 the SUPERSTAR Trade Dress, to the great and irreparable injury of Plaintiffs.

59. Defendant has caused and will continue to cause irreparable injury to Plaintiffs' goodwill and business reputation, and dilution of the distinctiveness and value of Plaintiffs' famous and distinctive SUPERSTAR Trade Dress in violation of 15 U.S.C. § 1125(c), and Plaintiffs therefore are entitled to injunctive relief and to Defendant's profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1125(c), 1116 and 1117.

**SIXTH CLAIM FOR RELIEF**  
**(State Trademark Dilution and Injury to Business Reputation  
as to Three Stripe Mark)**

60. Plaintiffs repeat and incorporate by reference the allegations contained in paragraphs 1-59.

61. Plaintiffs have extensively and continuously promoted and used the registered THREE STRIPE Mark both in the United States and throughout the world, and the mark has become a distinctive, famous and well-known symbol of adidas's goods and services.

62. Defendant's unauthorized use of Plaintiffs' registered THREE STRIPE Mark dilutes and is likely to dilute the distinctiveness of Plaintiffs' mark by eroding the public's exclusive identification of this famous mark with Plaintiffs, and tarnishing and degrading the positive associations and prestigious connotations of the mark.

63. Defendant is causing and will continue to cause irreparable injury to Plaintiffs' goodwill and business reputation, and dilution of the distinctiveness and value of Plaintiffs' famous and distinctive THREE STRIPE Mark in violation of the Oregon antidilution act, O.R.S. § 647.107 (1988), as well as the antidilution laws of the several states, including Alabama, Ala. Code § 8-12-17 (1993); Arkansas, Ark. Code Ann. § 4-71-113 (Michie 1996); California, Cal. Bus. & Prof. Code § 14330 (West 1987 & Supp. 1998); Connecticut, Conn. Gen. Stat. Ann. § 35-11i(c) (West 1997); Delaware, Del. Code Ann. tit. 6, § 3313 (1993); Florida, Fla. Stat. Ann. § 495.151 (West 1997); Georgia, Ga. Code Ann. § 10-1-451 (1994); Idaho, Idaho Code § 48-512 (1997); Illinois, 765 Ill. Comp. Stat. Ann. 1036/65 (West 1998); Iowa, Iowa Code Ann. §

1 548.113 (West 1997); Louisiana, La. Rev. Stat. Ann. § 51:223.1 (West 1987); Maine, Me. Rev.  
2 Stat. Ann. tit. 10, § 1530 (West 1996); Massachusetts, Mass. Gen. L. ch. 110B, § 12 (West Supp.  
3 1990); Minnesota, Minn. Stat. Ann. § 325D.165 (1995); Mississippi, Miss. Code Ann. § 75-25-  
4 25 (Supp. 1997); Missouri, Mo. Rev. Stat. § 417.061(1) (1990 & Supp. 1998); Montana, Mont.  
5 Code Ann. § 30-13-334 (1995); Nebraska, Neb. Rev. Stat. § 87-122 (1995); New Hampshire,  
6 N.H. Rev. Stat. Ann. § 350-A:12 (1995); New Mexico, N.M. Stat. Ann. § 57-3B-15 (Supp.  
7 1997); New York, N.Y. Gen. Bus. Law § 360-1 (McKinney 1996); Pennsylvania, 54 Pa. Cons.  
8 Stat. Ann. § 1124 (West 1996); Rhode Island, R.I. Gen. Laws. § 6-2-12 (1992); Tennessee, Tenn.  
9 Code Ann. § 47-25-512 (1995); Texas, Tex. Bus. & Com. Code Ann. § 16.29 (West Supp.  
10 1998); Washington, Wash. Rev. Code Ann. § 19.77.160 (West Supp. 1997); West Virginia, W.  
11 Va. Code § 47-2-13 (1996); and Wyoming, Wyo. Stat. Ann. § 40-1-115 (Michie 1997). Plaintiffs  
12 therefore are entitled to injunctive relief, damages and costs, as well as, if appropriate, enhanced  
13 damages and reasonable attorneys' fees.

14 **SEVENTH CLAIM FOR RELIEF**  
15 **(State Trade Dress Dilution and Injury to Business Reputation**  
16 **as to Superstar Trade Dress)**

16 64. Plaintiffs repeat and incorporate by reference the allegations contained in  
17 paragraphs 1-63.

18 65. Plaintiffs have extensively and continuously promoted and used the SUPERSTAR  
19 Trade Dress in the United States and throughout the world, and the trade dress has become a  
20 distinctive, famous and well-known symbol of adidas's goods and services.

21 66. Defendant's unauthorized use of Plaintiffs' SUPERSTAR Trade Dress dilutes and  
22 is likely to dilute the distinctiveness of Plaintiffs' trade dress by eroding the public's exclusive  
23 identification of this famous trade dress with Plaintiffs, and tarnishing and degrading the positive  
24 associations and prestigious connotations of the trade dress.

25 67. Defendant is causing and will continue to cause irreparable injury to Plaintiffs'  
26 goodwill and business reputation, and dilution of the distinctiveness and value of Plaintiffs' famous



1 and distinctive SUPERSTAR Trade Dress in violation of the Oregon antidilution act, O.R.S. §  
2 647.107 (1988), as well as the antidilution laws of the several states, including Alabama, Ala.  
3 Code § 8-12-17 (1993); Arkansas, Ark. Code Ann. § 4-71-113 (Michie 1996); California, Cal.  
4 Bus. & Prof. Code § 14330 (West 1987 & Supp. 1998); Connecticut, Conn. Gen. Stat. Ann. §  
5 35-11i(c) (West 1997); Delaware, Del. Code Ann. tit. 6, § 3313 (1993); Florida, Fla. Stat. Ann. §  
6 495.151 (West 1997); Georgia, Ga. Code Ann. § 10-1-451 (1994); Idaho, Idaho Code § 48-512  
7 (1997); Illinois, 765 Ill. Comp. Stat. Ann. 1036/65 (West 1998); Iowa, Iowa Code Ann. §  
8 548.113 (West 1997); Louisiana, La. Rev. Stat. Ann. § 51:223.1 (West 1987); Maine, Me. Rev.  
9 Stat. Ann. tit. 10, § 1530 (West 1996); Massachusetts, Mass. Gen. L. ch. 110B, § 12 (West Supp.  
10 1990); Minnesota, Minn. Stat. Ann. § 325D.165 (1995); Mississippi, Miss. Code Ann. § 75-25-  
11 25 (Supp. 1997); Missouri, Mo. Rev. Stat. § 417.061(1) (1990 & Supp. 1998); Montana, Mont.  
12 Code Ann. § 30-13-334 (1995); Nebraska, Neb. Rev. Stat. § 87-122 (1995); New Hampshire,  
13 N.H. Rev. Stat. Ann. § 350-A:12 (1995); New Mexico, N.M. Stat. Ann. § 57-3B-15 (Supp.  
14 1997); New York, N.Y. Gen. Bus. Law § 360-1 (McKinney 1996); Pennsylvania, 54 Pa. Cons.  
15 Stat. Ann. § 1124 (West 1996); Rhode Island, R.I. Gen. Laws. § 6-2-12 (1992); Tennessee, Tenn.  
16 Code Ann. § 47-25-512 (1995); Texas, Tex. Bus. & Com. Code Ann. § 16.29 (West Supp.  
17 1998); Washington, Wash. Rev. Code Ann. § 19.77.160 (West Supp. 1997); West Virginia, W.  
18 Va. Code § 47-2-13 (1996); and Wyoming, Wyo. Stat. Ann. § 40-1-115 (Michie 1997). Plaintiffs  
19 therefore are entitled to injunctive relief, damages and costs, as well as, if appropriate, enhanced  
20 damages and reasonable attorneys' fees.

21 **EIGHTH CLAIM FOR RELIEF**  
22 **(Common Law Trademark Infringement and Unfair Competition)**

23 68. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-67.

24 69. Defendant's acts constitute common law trademark infringement and unfair  
25 competition, and have created and will continue to create a likelihood of confusion to the  
26

1 irreparable injury of Plaintiffs unless restrained by this Court. Plaintiffs have no adequate remedy  
2 at law for this injury.

3 70. On information and belief, Defendant acted with full knowledge of Plaintiffs' use  
4 of, and statutory and common law rights to, the THREE STRIPE Mark and without regard to the  
5 likelihood of confusion of the public created by Defendant's activities.

6 71. Defendant's actions demonstrate an intentional, willful, and malicious intent to  
7 trade on the goodwill associated with Plaintiffs' THREE STRIPE Mark to the great and  
8 irreparable injury of Plaintiffs.

9 72. As a result of Defendant's acts, Plaintiffs have been damaged in an amount not as  
10 yet determined or ascertainable. At a minimum, however, Plaintiffs are entitled to injunctive  
11 relief, to an accounting of Defendant's profits, to damages, and to costs. In light of the  
12 deliberately fraudulent and malicious use of confusingly similar imitations of Plaintiffs' THREE  
13 STRIPE Mark, and the need to deter Defendant from similar conduct, Plaintiffs additionally are  
14 entitled to punitive damages.

15 **NINTH CLAIM FOR RELIEF**  
16 **(Unfair and Deceptive Trade Practices)**

17 73. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-72.

18 74. Defendant has been and is passing off its goods as those of adidas, causing a  
19 likelihood of confusion or of misunderstanding as to the source, sponsorship, or approval of  
20 Defendant's goods, causing a likelihood of confusion as to Defendant's affiliation, connection, or  
21 association with another, and otherwise damaging the public. Defendant's conduct constitutes  
22 unfair and deceptive acts or practices in the course of a business, trade or commerce in violation  
23 of Oregon's Unlawful Trade Practices Act, O.R.S. §§ 646.605 to 646.656 (1997), and the unfair  
24 and deceptive trade practices statutes of other states, including Colorado, Colo. Rev. Stat. Ann.  
25 §§ 6-1-101 to 6-1-115 (West 1996 and Supp. 1998); Delaware, Del. Code Ann. tit. 6, §§ 2531 to  
26 2536 (1993 & Supp. 1998); Georgia, Ga. Code Ann. §§ 10-1-370 to 10-1-375 (1994); Hawaii,

1 Haw. Rev. Stat. §§ 481A-1 to 481A-5 (1993); Illinois, 815 Ill. Comp. Stat. Ann. 510/1 to 510/7  
2 (1993); Maine, Me. Rev. Stat. Ann. tit. 10, §§ 1211 to 1216 (West 1996); Minnesota, Minn. Stat.  
3 Ann. § 325D.43 to .48 (West 1995); Nebraska, Neb. Rev. Stat. §§ 87-301 to 87-306 (1995);  
4 New Mexico, N.M. Stat. Ann. §§ 57-12-1 to 57-12-22 (Michie 1995); New York, N.Y. Gen.  
5 Bus. L. § 349 (McKinney 1988); Ohio, Ohio Rev. Code Ann. §§ 4165.01 to 4165.04 (West  
6 1995); and Oklahoma, Okla. Stat. Ann. tit. 78, §§ 51 to 55 (West 1995 & Supp. 1998).

7 75. Defendant's unauthorized use of confusingly similar imitations of Plaintiffs'  
8 THREE STRIPE Mark has caused and is likely to cause substantial injury to the public and to  
9 Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover damages, punitive damages,  
10 costs and reasonable attorneys' fees.

11 **TENTH CLAIM FOR RELIEF**  
12 **(Breach of Contract)**

13 76. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1-75.

14 77. Plaintiffs and Defendant are parties to the Agreement, which is valid and binding  
15 and was supported by adequate consideration.

16 78. Defendant's activities described herein constitute a willful and material breach of  
17 the Agreement. In particular, by ordering or selling footwear that bears a confusingly similar  
18 imitation of adidas's Three Stripe Mark and Superstar Trade Dress as described herein, Defendant  
19 has willfully and materially breached the provision of the Agreement stating that "Payless . . .  
20 agrees that it will not . . . order or sell athletic shoes bearing two or four parallel double-serrated  
21 stripes of contrasting color running diagonally from the outsole forward to the lacing area."

22 79. As a result of Defendant's breach of the Agreement, Plaintiffs have suffered and  
23 will continue to suffer injury.

24 80. Plaintiffs are entitled to damages resulting from Defendant's breach of the  
25 Agreement, including reasonable costs and attorneys' fees.  
26

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray that:

3 1. Defendant and all its agents, officers, employees, representatives, successors,  
4 assigns, attorneys, and all other persons acting for, with, by, through, or under authority from  
5 Defendant, or in concert or participation with Defendant, and each of them, be enjoined  
6 permanently, from:

7 a. using the THREE STRIPE Mark, SUPERSTAR Trade Dress, or any other  
8 copy, reproduction, or colorable imitation or simulation of Plaintiffs' THREE STRIPE Mark or  
9 SUPERSTAR Trade Dress on or in connection with Defendant's goods or services;

10 b. using any trademark, service mark, name, logo, design or source  
11 designation of any kind on or in connection with Defendant's goods or services that is a copy,  
12 reproduction, colorable imitation, or simulation of, or confusingly similar to, or in any way similar  
13 to the trademarks, service marks, names, or logos of Plaintiffs;

14 c. using any trademark, service mark, name, logo, design or source  
15 designation of any kind on or in connection with Defendant's goods or services that is likely to  
16 cause confusion, mistake, deception, or public misunderstanding that such goods or services are  
17 produced or provided by Plaintiffs, or are sponsored or authorized by or in any way connected or  
18 related to Plaintiffs;

19 d. using any trademark, service mark, name, logo, design or source  
20 designation of any kind on or in connection with Defendant's goods or services that dilutes or is  
21 likely to dilute the distinctiveness of the trademarks, service marks, names, or logos of Plaintiffs;  
22 and

23 e. passing off, palming off, or assisting in passing off or palming off,  
24 Defendant's goods or services as those of Plaintiffs, or otherwise continuing any and all acts of  
25 unfair competition as alleged in this Complaint;  
26

1           2.       Defendant be ordered to recall all products bearing the THREE STRIPE Mark,  
2 SUPERSTAR Trade Dress or any other confusingly similar mark, which have been shipped by  
3 Defendant or under its authority, to any customer including, but not limited to, any wholesaler,  
4 distributor, retailer, consignor, or marketer, and also to deliver to each customer a copy of this  
5 Court's order as it relates to said injunctive relief against Defendant;

6           3.       Defendant be ordered to deliver up for impoundment and for destruction all  
7 footwear, bags, boxes, labels, tags, signs, packages, receptacles, advertising, sample books,  
8 promotional material, stationery or other materials in the possession, custody, or under the  
9 control of Defendant that are found to adopt, to infringe, or to dilute any of Plaintiffs' trademarks  
10 or trade dress or that otherwise unfairly compete with Plaintiffs and their products and services;

11           4.       Defendant be compelled to account to Plaintiffs for any and all profits derived by  
12 Defendant from the sale or distribution of infringing goods as described in this Complaint;

13           5.       Plaintiffs be awarded all damages caused by the acts forming the basis of this  
14 Complaint;

15           6.       Based on Defendant's knowing and intentional use of confusingly similar imitations  
16 of Plaintiffs' THREE STRIPE Mark and SUPERSTAR Trade Dress, the damages award be  
17 trebled and the award of Defendant's profits be enhanced as provided for by 15 U.S.C. § 1117(a);

18           7.       Defendant be required to pay to Plaintiffs the costs of this action and their  
19 reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a), the Agreement, and the state statutes  
20 cited in this Complaint;

21           8.       Based on Defendant's willful and deliberate infringement and dilution of Plaintiffs'  
22 marks and trade dress, and to deter such conduct in the future, Plaintiffs be awarded punitive  
23 damages; and

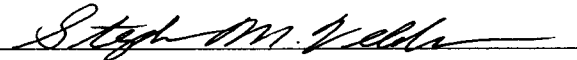
24           9.       Plaintiffs have such other and further relief as the Court may deem just.  
25  
26

1 **JURY TRIAL DEMAND**

2 Plaintiffs respectfully demand a trial by jury on all claims and issues so triable.

3 Dated: November 8<sup>th</sup>, 2001.

4 **PERKINS COIE LLP**

5  
6 By   
7 Stephen M. Feldman, OSB No. 93267  
8 Thomas R. Johnson, OSB No. 01064  
9 Telephone: (503) 727-2000

10 Attorneys for Plaintiffs

11 Jerre B. Swann  
12 William H. Brewster,  
13 R. Charles Henn, Jr.  
14 **KILPATRICK STOCKTON LLP**  
15 Suite 2800  
16 1100 Peachtree Street  
17 Atlanta, GA 30309  
18 Telephone: (404) 815-6500  
19 Facsimile: (404) 815-6555

20 Of Counsel for Plaintiffs  
21  
22  
23  
24  
25  
26



676911

At Once



676912

At Once



672428

At Once



669163

At Once



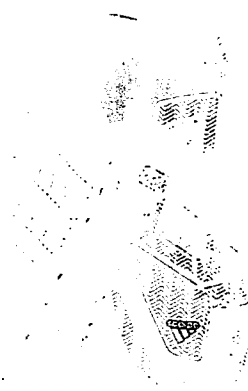
669162

At Once



672429

At Once



669166

At Once



676877

02 | 01 | 02



676878

02 | 01 | 02

adidas

676911	Running White   Steel Grey
672428	Running White   University Red
669163	Running White   Black   Running White
672429	Black   Running White
669162	Running White   New Navy
669166	Running White   Running White   Silver
676877	Running White   Royal Techno
676878	Running White   Gold Techno

**Superstar 2G**  
Upper: Full-grain leather. Shell toe.  
Midsole / Outsole: Molded EVA midsole. Non-marking herringbone rubber outsole.  
Sizes: 6.5-15, 16, 17, 18, 19, 20

\$ 69.99  
F39505



675970

01 | 01 | 02

adlHT

Galaxy I

\$ 30.99  
F2550S

Upper: Nylon mesh and synthetic leather.  
Midsole / Outsole: Rubber outsole.

Sizes: 2, 3, 4, 5-10

675970 Dark Indigo | Metallic Silver | Apple | White



677616

01 | 01 | 02

Superstar 2G J

\$ 49.99  
F2500S

Upper: Full-grain leather. Shell toe.

Midsole / Outsole: Molded EVA midsole. Non-marking herringbone rubber outsole.

Sizes: 3.5-6

677616 Running White | Chino



677619

01 | 01 | 02

Superstar 2G C

\$ 44.99  
F2250S

Upper: Full-grain leather. Shell toe.

Midsole / Outsole: Non-marking herringbone rubber outsole.

Sizes: 10.5-3

677619 Running White | Chino



**ORACLE CANVAS LOGO W F24750 \$44.99**

Upper: Double-stitched canvas.

Midsole|Outsole: Full rubber outsole.

Profile: A comfortable shoe for casual wear.

Available In: Men's, Women's

Sizes: 5-10, 11

669388

Caissa | Running White

4 | 1 | 01

669389

Canvas | Chalk

4 | 1 | 01

669387

Orchid | Chalk | Running White

4 | 1 | 01

669385

Hummus | Running White

4 | 1 | 01

669386

Zinc | Running White

4 | 1 | 01

**ORACLE CANVAS STRIPES W**

F2475U \$44.99

Upper: Double-stitched canvas

Midsole|Outsole: Full rubber outsole.

Profile: A comfortable shoe for casual wear.

Available In: Men's, Women's

Sizes: 5-10, 11

668894

New Navy | Running White | Gum

4 | 1 | 01

668895

Orchid | Chalk

4 | 1 | 01

668896

Zinc | Running White

4 | 1 | 01



669166 7/1/01  
Running White| Running White| Silver



669165 7/1/01  
Black| Black



669164 7/1/01  
Blue| Running White| Blue



669163 7/1/01  
Running White| Black| Running White



672428 7/1/01  
Running White| University Red



672429 7/1/01  
Black| Running White



669162 7/1/01  
Running White| New Navy

**SUPERSTAR 2G** **FB850F \$69.99**  
**Upper:** Full-grain leather.  
**Midsole/Outsole:** Molded EVA midsole. Lateral TORSION® support. Non-marking herringbone traction rubber outsole.  
**Profile:** Classic old-school style and versatility for the court and for the street.  
**Available In:** Kids  
**Sizes:** 6-5-15, 16, 17, 18, 19, 20

**ADIPRENE**  
**TORSION**

(BASKETBALL)

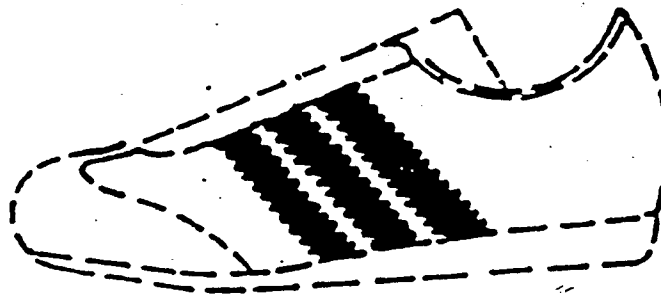
Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,815,956  
Registered Jan. 11, 1994

TRADEMARK  
PRINCIPAL REGISTER



ADIDAS AG (FED REP GERMANY JOINT  
STOCK COMPANY)  
D-8522 HERZOGENAURACH, FED REP-GER-  
MANY

FOR: ATHLETIC FOOTWEAR, IN CLASS 25  
(U.S. CL. 39).

FIRST USE 0-0-1952; IN COMMERCE  
0-0-1952.  
SEC. 2(F).

SER. NO. 74-255,912, FILED 3-16-1992.

MIDGE BUTLER, EXAMINING ATTORNEY

Int. CL: 25

Prior U.S. CL: 39

United States Patent and Trademark Office

Reg. No. 1,833,868

Registered May 3, 1994

TRADEMARK  
PRINCIPAL REGISTER



ADIDAS AG (FED REP GERMANY JOINT  
STOCK COMPANY)  
D-8522 HERZOGENAUACH, FED REP GER-  
MANY

FOR: ATHLETIC FOOTWEAR, IN CLASS 25  
(U.S. CL. 39).

FIRST USE 0-0-1949; IN COMMERCE  
0-0-1978.  
SEC. 2(F).

SER. NO. 74-263,512, FILED 4-7-1992

MIDGE BUTLER, EXAMINING ATTORNEY

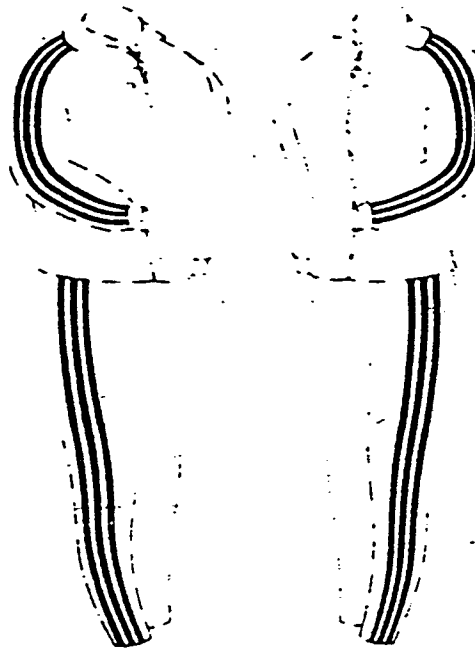
Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office  
10 Year Renewal

Reg. No. 870,136  
Registered May 27, 1969  
Renewal Approved Apr. 2, 1990

**TRADEMARK  
PRINCIPAL REGISTER**



ADIDAS AG (FED REP GERMANY  
CORPORATION)  
HERZOGENAURACH, FED REP GER-  
MANY, BY MERGER WITH AND  
CHANGE OF NAME FROM ADIDAS-  
SPORTSCHUHFABRIKEN ADI  
DASSLER K.G. (FED REP GERMANY  
FIRM), HERZOGENAURACH, NEAR  
NUREMBERG, FED REP GERMANY

OWNER OF U.S. REG. NOS. 631,812,  
738,673 AND OTHERS.

THE MARK CONSISTS OF THREE  
PARALLEL BANDS EXTENDING  
ALONG THE LENGTH OF EACH

SLEEVE OF THE TRAINING SUIT AND  
ALONG THE LENGTH OF EACH LEG  
OF THE TROUSERS, THE BANDS ON  
THE SLEEVES BEING OF CONTRAST-  
ING COLOR TO THAT OF THE RE-  
MAINDER OF THE SLEEVE AND THE  
BANDS ON THE LEGS OF THE TROU-  
SERS BEING OF CONTRASTING  
COLOR TO THAT OF THE REMAIN-  
DER OF THE TROUSER LEGS.

FOR: ATHLETIC TRAINING SUITS,  
IN CLASS 39 (INT. CL. 25).

FIRST USE 2-0-1967; IN COMMERCE  
8-3-1967.

SER. NO. 72-302,478, FILED 7-11-1968.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on May 15, 1990.*

Prior U.S. Cls.: 22 and 39

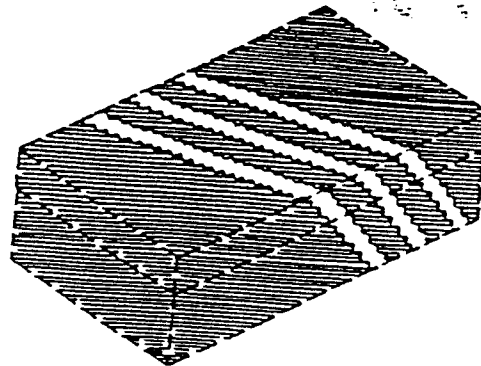
United States Patent and Trademark Office  
10 Year Renewal

Reg. No. 961,353

Registered June 19, 1973

Renewal Term Begins June 19, 1993

TRADEMARK  
PRINCIPAL REGISTER



ADIDAS AG (FED REP GERMANY  
JOINT STOCK COMPANY)  
ADI-DASSLER STRASSE 1-2  
D-8522 HERZOGENAURACH, FED REP  
GERMANY, BY CHANGE OF NAME,  
AND MERGER WITH ADIDAS  
SPORTSCHUHFABRIKEN ADI  
DASSLER K. G. (FED REP GERMANY  
FIRM), NUREMBERG, FED REP GER-  
MANY

OWNER OF U.S. REG. NOS. 631,812,  
870,136 AND OTHERS.  
THE MARK COMPRISES THREE  
WHITE STRIPES EXTENDING ACROSS

THE BLUE BACKGROUND OF THE  
BOX CONTAINER AND THE OUTLINE  
OF THE CONTAINER BOX IS MADE TO  
APPEAR IN BROKEN LINES.

FOR: SPECIAL PURPOSE ATHLETIC  
SHOES, IN CLASS 22 (INT. CL. 25).  
FIRST USE 0-0-1967; IN COMMERCE  
0-0-1967.

FOR: GENERAL PURPOSE SPORT  
SHOES, IN CLASS 39 (INT. CL. 25).  
FIRST USE 0-0-1967; IN COMMERCE  
0-0-1967.

SER. NO. 72-358,532, FILED 5-1-1970.



*Witness my hand and seal of the Patent and Trademark  
Office to be affixed on June 29, 1993.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Exhibit 4  
Page 2 of 4  
Complaint

Int. Cl.: 25

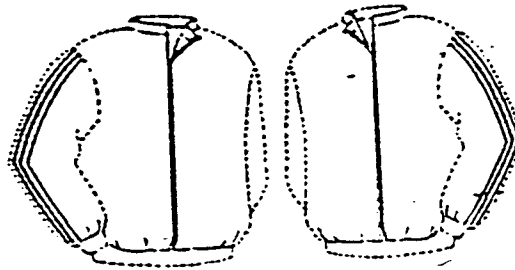
Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 2,016,963

Registered Nov. 19, 1996

TRADEMARK  
PRINCIPAL REGISTER



ADIDAS AG (FED REP GERMANY CORPORATION)  
P.O. BOX 1120  
HERZOGENAURACH D-91072 FED REP GERMANY

FOR: SPORTS AND LEISURE WEAR,  
NAMELY JACKETS, IN CLASS 25 (U.S. CLS. 22  
AND 39).

FIRST USE 0-3-1967; IN COMMERCE  
0-3-1967.

OWNER OF U.S. REG. NO. 370,136.

THE MARK CONSISTS OF THREE PARALLEL BANDS POSITIONED ALONG THE LENGTH OF EACH SLEEVE OF A JACKET. THE DOTTED OUTLINE OF A JACKET IS NOT PART OF THE MARK BUT IS MERELY INTENDED TO SHOW THE POSITION OF THE MARK.

SEC. 2(F).

SER. NO. 74-653,296. FILED 3-23-1995.

ANIL V. GEORGE, EXAMINING ATTORNEY

Int. Cl.: 25

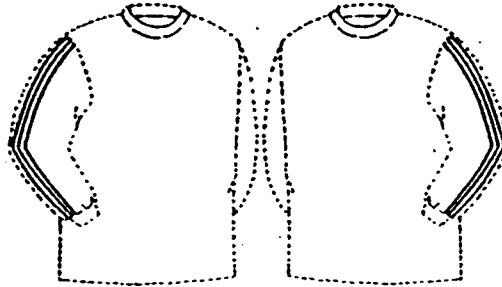
Prior U.S. Cls.: 22 and 39

**United States Patent and Trademark Office**

Reg. No. 2,058,619

Registered May 6, 1997

**TRADEMARK  
PRINCIPAL REGISTER**



ADIDAS AG (FED REP GERMANY CORPORATION)  
P.O. BOX 1120  
HERZOGENAURACH D-91072, FED REP GERMANY

FOR: SPORTS AND LEISURE WEAR, NAMELY SHIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 0-0-1967; IN COMMERCE 0-0-1967.

OWNER OF U.S. REG. NO. 870,136.

THE MARK CONSISTS OF THREE PARALLEL BANDS POSITIONED ALONG THE LENGTH OF EACH SLEEVE OF A SHIRT. THE DOTTED OUTLINE OF A SHIRT IS NOT PART OF THE MARK BUT IS MERELY INTENDED TO SHOW THE POSITION OF THE MARK.

SEC. 2(F).

SER. NO. 74-653,301, FILED 3-28-1995.

ANIL V. GEORGE, EXAMINING ATTORNEY



Int. Cls.: 18, 25 and 28

Prior U.S. Cls.: 3, 22 and 39

**United States Patent and Trademark Office** Reg. No. 1,674,229  
Registered Feb. 4, 1992

**TRADEMARK  
PRINCIPAL REGISTER**

**THE BRAND WITH THE THREE STRIPES**

ADIDAS AG (FED REP GERMANY CORPORATION)  
D-8522 HERZOGENAURACH, FED REP GERMANY

FOR: SPORT BAGS FOR GENERAL USE AND CROSS-COUNTRY BACK-PACKS, IN CLASS 18 (U.S. CL. 3).

FIRST USE 1-0-1968; IN COMMERCE 1-0-1968.

FOR: SPORT AND LEISURE WEAR; NAMELY, SHORTS, PANTS, SHIRTS, T-SHIRTS, JERSEYS, TIGHTS, SOCKS, GLOVES, JACKETS, SWIMWEAR, SWEATERS, CAPS AND HATS, PULL-OVERS, WARM-UP SUITS, RAIN SUITS, SKI SUITS, JUMPSUITS, BOOTS, SLIPPERS, SANDALS; SHOES, BOOTS AND AFTER SKI BOOTS FOR HIKING AND TREKKING, ATHLETIC SHOES AND GENERAL-PURPOSE SPORTS SHOES, IN CLASS 25 (U.S. CL. 39).

FIRST USE 1-0-1968; IN COMMERCE 1-0-1968.

FOR: SPORTS BALLS, RACKETS FOR TENNIS, SQUASH OR SHUTTLECOCK; ICE AND ROLLERSKATES, SKIS AND SKI EQUIPMENT; NAMELY, CROSS-COUNTRY SKIBINDINGS AND PARTS THEREOF, CROSS-COUNTRY SKIING OVERSHOES, RACKET COVERS, HAND-PADDLES AND KICKBOARDS, IN CLASS 28 (U.S. CL. 22).

FIRST USE 1-0-1968; IN COMMERCE 1-0-1968.

OWNER OF U.S. REG. NOS. 641,906, 1,428,947 AND OTHERS.

SEC. 2(F).

SER. NO. 74-023,435, FILED 1-29-1990.

JANICE O'LEAR, EXAMINING ATTORNEY